

Jul. 31. 2014 11:03AM  
CASE 14-C-184 OHIO

No. 1504 P. 1  
PAGE 0001

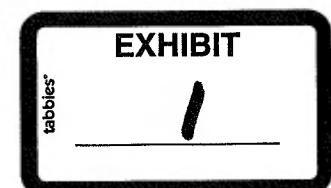
DAVID PALKOVIC

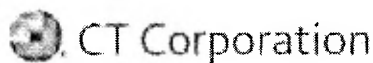
VS. COUNTRYWIDE HOME LOANS INC

LINE DATE ACTION

1 06/26/14 COMPLAINT;MEMO;SUMMONS ID 06/26/14 TO CARLYLE MILLARD, DIANE J  
2 WOLFE AND MYRA C FECAT BY CM AND TO COUNTRYWIDE HOME LOANS AND  
3 BANK OF AMERICA BY SOS  
4 07/09/14 R/S SOS ACCEPTED SERVICE FOR COUNTRYWIDE HOME LOANS, INC. ON  
5 07/01/14  
6 07/09/14 R/S SOS ACCEPTED SERVICE FOR BANK OF AMERICA, N.A. ON 07/01/14  
7 07/09/14 R/S CMC ID MYRA FECAT SIGNED BY SAME 7/8/14  
8 07/16/14 R/S CERT MAIL CARD TO CARLYLE MILLARD; SIGNED BY DEBORA HARRIS  
9 ON 7-14-14  
10 07/30/14 DEF'S BANK OF AMERICA STIPULATION FOR EXTENSION OF TIME TO  
11 RESPOND TO COMPLAINT; COS

**CERTIFIED  
TO BE A TRUE AND EXACT  
COPY OF THE ORIGINAL**





**Service of Process  
Transmittal**

07/07/2014

CT Log Number 525278823

**TO:** CA LegalLit  
Bank of America  
Litigation Intake, CA6-917-01-27  
31303 Agoura Road  
Westlake Village, CA 91361

**RE: Process Served in West Virginia**

**FOR:** Countrywide Home Loans, Inc. (Domestic State: NY)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** David and Theresa Palkovic, et al., Pltfs. vs. Countrywide Home Loans, Inc., etc., et al., Dfts.

**DOCUMENT(S) SERVED:** Letter, Summons, Complaint

**COURT/AGENCY:** Ohio County Circuit Court, WV  
Case # 14C184

**NATURE OF ACTION:** Plaintiff files complaint against defendant for the violation of the loan terms and condition in the said matter

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Charleston, WV

**DATE AND HOUR OF SERVICE:** By Certified Mail on 07/07/2014 postmarked on 07/03/2014

**JURISDICTION SERVED :** West Virginia

**APPEARANCE OR ANSWER DUE:** Within 30 days after service of this summons, exclusive of the day of service

**ATTORNEY(S) / SENDER(S):** Jason E. Causey  
Bordas & Bordas , PLLC  
1358 National Road  
Wheeling, WV 26003  
304-242-8410

**ACTION ITEMS:** CT has retained the current log, Retain Date: 07/08/2014, Expected Purge Date: 07/13/2014  
Image SOP  
Email Notification, CA LegalLit calegalit@bankofamerica.com

**SIGNED:** C T Corporation System  
**PER:** Amy McLaren  
**ADDRESS:** 5400 D Big Tyler Road  
Charleston, WV 25313  
**TELEPHONE:** 800-592-9023

Page 1 of 1 / HV

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

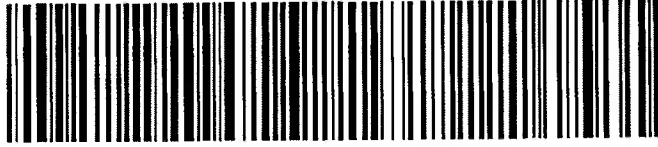


Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E.  
Charleston, WV 25305



**Natalie E. Tennant**  
Secretary Of State  
State Of West Virginia  
Phone: 304-558-6000  
866-767-8683  
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9214 8901 1251 3410 0000 2964 82

COUNTRYWIDE HOME LOANS, INC.  
C. T. Corporation System  
5400D BIG TYLER RD  
CHARLESTON, WV 25313-1103

**Control Number:** 27220

**Defendant:** COUNTRYWIDE HOME LOANS, INC.  
5400D BIG TYLER RD  
CHARLESTON, WV 25313-1103 US

**Agent:** C. T. Corporation System

**County:** Ohio

**Civil Action:** 14-C-184

**Certified Number:** 92148901125134100000296482

**Service Date:** 7/1/2014

I am enclosing:

**1 summons and complaint**

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in the name and on behalf of your corporation as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, **not to the Secretary of State's office.***

Sincerely,

A handwritten signature in cursive script that reads "Natalie E. Tennant".

Natalie E. Tennant  
Secretary of State

SUMMONS

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

CIVIL CASE NO. 14-C-184

DAVID AND THERESA PALKOVIC,  
ERICA L OLIVER F/K/A/ ERICA L.  
EVERHART AND RAE ZATEZALO,  
INDIVIDUALLY, AND ON BEHALF OF A  
CLASS OF SIMILARLY-SITUATED PERSONS,

VS.

COUNTRYWIDE HOME LOANS, INC  
4500 PARK GRANADA  
CALABASAS, CA 91302

BANK OF AMERICA, N.A.  
100 NORTH TRYON STREET, SUITE 170  
CHARLOTTE, NC 28202

CARLYLE G MILLARD  
413 HIGH STREET  
BRIDGEPORT, WV 26330-1736

DIANA J. WOLFE  
PO BOX 101  
STURGEON, PA 15082-0101

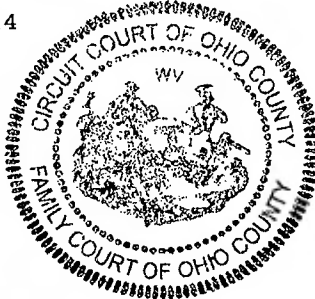
MYRA CLETA FECAT  
PO BOX 33  
MOUNDSVILLE, WV 26041-0033

ACCEPTED FOR  
SERVICE OF PROCESS  
2014 JUL -1 PM 1:54  
SECRETARY OF STATE  
STATE OF WEST VIRGINIA

**TO THE ABOVE NAMED DEFENDANT(S):**

IN THE NAME OF THE STATE OF WEST VIRGINIA, YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON JASON E CAUSEY, ESQUIRE, WHOSE ADDRESS IS BORDAS & BORDAS, PLLC, 1358 NATIONAL ROAD, WHEELING, WV 26003, AN ANSWER, INCLUDING ANY RELATED COUNTERCLAIM YOU MAY HAVE TO THE COMPLAINT FILED AGAINST YOU IN THE ABOVE STYLED CIVIL ACTION, A TRUE COPY OF WHICH IS HEREWITH DELIVERED TO YOU. YOU ARE REQUIRED TO SERVE YOUR ANSWER WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU, EXCLUSIVE OF THE DAY OF SERVICE. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT AND YOU WILL THEREAFTER BE BARRED FROM ASSERTING IN ANOTHER ACTION ANY CLAIM YOU MAY HAVE WHICH MUST BE ASSERTED BY COUNTERCLAIM IN THE ABOVE STYLED CIVIL ACTION.

June 26, 2014



BRENDA L. MILLER  
CLERK OF COURT

BY:

DEPUTY CLERK

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

DAVID AND THERESA PALKOVIC,  
ERICA L. OLIVER f/k/a ERICA L.  
EVERHART, and RAE ZATEZALO,  
individually, and on behalf of a  
class of similarly-situated persons,

Plaintiffs,

v.

Civil Action No. 14-C-184

COUNTRYWIDE HOME LOANS, INC., a  
corporation, BANK OF AMERICA, N.A., a  
nationally chartered bank, CARLYLE MILLARD,  
DIANE J. WOLFE, MYRA C. PECAT,

Defendants.

CIRCUIT COURT  
OF OHIO COUNTY  
2014 JUN 26 PM 2 11  
BRENDA L. MILLER

COMPLAINT

**Preliminary Statement**

1. Because mortgage loan closings involve numerous complicated legal documents that significantly affect the rights and obligations of the parties to the transaction, West Virginia law requires that mortgage loan closings be conducted only by West Virginia-licensed lawyers, laypersons under the direct supervision of West Virginia lawyers, or bona fide full-time lay employees performing legal services for their regular employers.

2. Nonetheless, Defendant Countrywide's standard practice was to hire third-party, non-lawyers with only notary public credentials and not under the direct supervision of West Virginia lawyers to close its mortgage loans in West Virginia.

3. The fee for closing the Plaintiffs David and Theresa Palkovic's loan was \$355. The fees for closing the Plaintiff Erica Oliver's loans were \$500 for the first mortgage and an additional \$100 for the second mortgage. The fees for closing the Plaintiff Rae Zatezalo's loans were \$650 for the first mortgage and an additional \$110 for the second mortgage.



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4. The fees for these services far exceeded the state maximum charge of \$2 for notary services. Closing fees of \$300 or more are in line with the price of an attorney-closed loan, rather than a loan closed by a layperson unauthorized to provide the benefit of legal services at the closing.

5. Additionally, Countrywide employed standard practices to charge borrowers, including the Plaintiffs, excessive and unlawful fees.

6. For instance, Countrywide would charge borrowers false, excessive, and unlawful fees for, *inter alia*, processing fees, tax service fees, recording services, and courier services.

7. These fees violate applicable law, and have enriched Countrywide and others at the expense of borrowers.

8. Plaintiffs bring this action individually, and on behalf of a class of West Virginia residents, to recoup the excessive amounts paid for these illegal loan closings, halt the Defendants' illegal closing practices, and obtain the additional relief sought in this Complaint.

#### Parties

9. Plaintiffs David and Theresa Palkovic reside at 7 Junior Ave, Wheeling, Ohio County, West Virginia.

10. Plaintiff Erika L. Oliver (FKA Ericka L. Everhart and Ericka L. Hensler), resides at 1242 Hanlin Way, Weirton, Hancock County, West Virginia.

11. Plaintiff Rae Zatezalo resides at 103 School Street, Weirton, Hancock County, West Virginia.

12. Defendant Countrywide Home Loans, Inc. ("Countrywide") was the state licensed lender that originated the Plaintiffs' loans, which are secured by real estate located in





West Virginia. Countrywide did business in West Virginia with its principal place of business at 4500 Park Granada, Calabasas, CA 91302.

13. Defendant Bank of America, N.A. ("Bank of America") is the successor in interest to Countrywide Home Loans, Inc. and Countrywide Bank, NA. Its primary place of business is 100 North Tryon Street, Suite 170, Charlotte, NC 28202, and it does business in all 50 states, including West Virginia. As the successor in interest to the originating lender, Bank of America is liable for all conduct and damages alleged herein.

14. Defendant Carlyle Millard is a resident and citizen of West Virginia. He is a notary public for the State of West Virginia, and closed the Plaintiff Oliver's loan.

15. Defendant Diane J. Wolfe is a resident and citizen of Pennsylvania. She is a notary public for the State of Pennsylvania, and closed the Plaintiff Zatezalo's loan.

16. Defendant Myra C. Fecat is a resident and citizen of West Virginia. She is a notary public for the State of West Virginia, and closed the Plaintiffs Palkovics' loan.

### **Facts**

#### ***The Oliver Loans***

17. On April 26, 2005, Plaintiff Ericka Oliver refinanced her existing mortgage loan through Defendant Countrywide.

18. Countrywide hired Carlyle Millard, a West Virginia notary public, to close the loan.

19. Defendant Millard is not licensed to practice law in West Virginia.

20. Defendant Millard was not directly supervised by any West Virginia-licensed lawyer.



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21. Defendant Millard was not a bona fide full-time Countrywide employee.

22. Plaintiff Ericka Oliver's closing documents show the charge for the closing was a total of \$600.00, far in excess of the \$2 maximum fee for notarial services under West Virginia law, and more in line with a typical attorneys' fee for loan-closings.

23. Because Defendant Millard is not a licensed lawyer, Plaintiff did not get the benefit of her bargain, as she did not have access to or receive the legal services available through a lawyer-closed loan transaction.

24. In addition, Countrywide charged Ms. Oliver more than \$3,000.00 for origination and closing costs. These points, fees and costs were excessive, at least in part, because they were not *bona fide*, actually incurred by Countrywide, reasonable, authorized by contract, or authorized by West Virginia law.

25. The unlawful fees include:

- a) Excessive fees for notary services;
- b) \$60 for tax services;
- c) \$390 for processing
- d) \$50 for an "Express Mail/Courier Fee" that does not truly reflect the cost of any express mail or courier service provided with respect to the loan; and
- e) \$60 for recording services.

26. During the loan origination process and before the closing, Countrywide had Plaintiff's home appraised in order to determine that there was sufficient collateral to make the loan.

27. Countrywide arranged for an appraisal firm Yoblinski Appraisal Services to appraise the subject property. Upon information and belief, Countrywide followed its standard



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practice of sending either directly or through its affiliate Landsafe Appraisal Services, Inc., an appraisal request form with a target number to its selected appraiser.

28. Countrywide concealed from the Plaintiff the fact that they were seeking to influence the appraiser.

29. Upon information and belief, Yoblinski Appraisal Services issued an appraisal report in March of 2005 and concluded the market value of Oliver's home was greater than \$95,400.

30. However, the market value of the home at the time was approximately \$65,000, a fact that Oliver did not discover until 2013. Furthermore, Ms. Oliver did not discover that Countrywide sought to influence the appraiser's valuation until 2013.

31. Countrywide failed to appropriately and meaningfully review and underwrite the appraisal.

32. Through the appraisal, Countrywide materially misrepresented the market value of the home.

33. In reliance on the appraisal, Ms. Oliver executed promissory notes in the combined principal sum of \$95,400 (\$84,000 for the first mortgage and \$11,400 for the second mortgage). The notes were secured by deeds of trust on Oliver's property in favor of Countrywide.

#### *The Zatezalo Loans*

34. On August 26, 2006, Plaintiff Rae Zatezalo refinanced her existing mortgage loan through Defendant Countrywide.

35. Countrywide hired Diane J. Wolfe a Pennsylvania notary public, to close the loan.



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36. Defendant Wolfe is not licensed to practice law in West Virginia.

37. Defendant Wolfe was not directly supervised by any West Virginia-licensed lawyer.

38. Defendant Wolfe was not a bona fide full-time Countrywide employee.

39. Plaintiff Rae Zatezalo's closing documents show the charge for the closing was a total of \$760.00, far in excess of the \$2 maximum fee for notarial services under West Virginia law, and more in line with a typical attorneys' fee for loan-closings.

40. Because Defendant Wolfe is not a licensed lawyer, Plaintiff did not get the benefit of her bargain, as she did not have access to or receive the legal services available through a lawyer-closed loan transaction.

41. In addition, Countrywide charged Ms. Zatezalo more than \$3,000.00 for origination and closing costs. These points, fees and costs were excessive, at least in part, because they were not *bona fide*, actually incurred by Countrywide, reasonable, authorized by contract, or authorized by West Virginia law.

42. The unlawful fees include:

- 1) Excessive fees for notary services;
- 2) \$80 for tax services; and
- 3) \$309 for processing

43. During the loan origination process and before the closing, Countrywide had Plaintiff's home appraised in order to determine that there was sufficient collateral to make the loan.

44. Countrywide arranged for appraiser James M. Hall to appraise the subject property. Upon information and belief, Countrywide followed its standard practice of sending



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either directly or through its affiliate Landsafe Appraisal Services, Inc., an appraisal request form with a target number to its selected appraiser.

45. Countrywide concealed from the Plaintiff the fact that they were seeking to influence the appraiser Hall.

46. Hall issued an appraisal report in August of 2006 and concluded the market value of Zatezalo's home was \$85,000.

47. However, the market value of the home at the time was approximately \$73,000, a fact that Zatezalo did not discover until 2013. Furthermore, Ms. Zatezalo did not discover that Countrywide sought to influence the appraiser's valuation until 2013.

48. Countrywide failed to appropriately and meaningfully review and underwrite the appraisal.

49. Through the appraisal, Countrywide materially misrepresented the market value of the home.

50. In reliance on the appraisal, Ms. Zatezalo executed promissory notes in the combined principal sum of \$85,000 (\$68,000 for the first mortgage and \$17,000 for the second mortgage). The notes were secured by deeds of trust on Zatezalo's property in favor of Countrywide.

#### *The Palkovic Loan*

51. On April 28, 2006, Plaintiffs David and Theresa Palkovic took out a second mortgage loan through Defendant Countrywide.

52. Countrywide hired Myra C. Fecat, a West Virginia notary public, to close the loan.

53. Defendant Fecat is not licensed to practice law in West Virginia.



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54. Defendant Fecat was not directly supervised by any West Virginia-licensed lawyer.

55. Defendant Fecat was not a bona fide full-time Countrywide employee.

56. Plaintiffs David and Theresa Palkovic's closing documents show the charge for the closing was a total of \$355.00, far in excess of the \$2 maximum fee for notarial services under West Virginia law, and more in line with a typical attorneys' fee for loan-closings.

57. Because Defendant Fecat is not a licensed lawyer, Plaintiff did not get the benefit of her bargain, as she did not have access to or receive the legal services available through a lawyer-closed loan transaction.

58. The \$355 settlement or closing fee was excessive and unlawful.

59. During the loan origination process and before the closing, Countrywide failed to have Plaintiffs' home appraised.

60. Instead, Countrywide determined the value of Plaintiffs' home to be \$129,000 from an appraisal that was performed by appraiser Lucille Forsch in connection with the Plaintiffs' first mortgage that they obtained from a different lender nearly a year prior.

61. However, the market value of the home at the time was approximately \$97,000, a fact that the Palkovics did not discover until 2013.

62. Countrywide failed to appropriately and meaningfully review and underwrite the appraisal.

63. Through the Forsch appraisal, Countrywide materially misrepresented the market value of the home.



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64. In reliance on the appraisal, the Palkovics executed a promissory note in the amount of \$28,700. The note was secured by a deed of trust on the Palkovics' property in favor of Countrywide.

65. When combined with Plaintiffs' first mortgage in the original amount of \$103,000, Plaintiffs' home secured debt far exceeded the true market value of their home.

#### **The Proposed Class**

66. Plaintiffs bring this action on their own behalf and on behalf of a proposed Plaintiff Class under Rule 23(b)(3) of the West Virginia Rules of Civil Procedure.

67. The proposed Plaintiff Class is tentatively defined as:

All West Virginia consumers who obtained mortgage loans through Countrywide or Bank of America, and whose loans were closed by persons not admitted to the practice of law in West Virginia or by persons not under the direct supervision of a lawyer admitted to the practice of law in West Virginia, and whose loans were in effect at any time after June 25, 2013.

68. The requirements of Rule 23 are satisfied. The class is so numerous joinder of all members is impracticable. Although the precise class size is unknown, Countrywide is a major mortgage lender in West Virginia, and has issued thousands of mortgage loans during the class period. Countrywide issues mortgage loans under uniform standards and frequently retains laypersons, including Defendants Millard, Wolfe and Fecat, to close loans.

69. There are questions of law and fact common to all class members. All class members have loans closed by laypersons in violation of state law governing the unauthorized practice of law. These facts support both Count I and Count II pled in this Complaint, which are pled on behalf of all class members.

70. The named Plaintiffs' claims are typical of those of the class as a whole.



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71. The Plaintiffs have an interest in vindicating the rights of the class members, will fairly and adequately protect and represent the interests of the class, and are represented by skillful, experienced, and knowledgeable counsel.

72. The common questions of law and fact predominate over individual questions. Resolution on a class-wide basis implicates no individualized issues of law or fact other than the individual amount charged for closing services in connection with each loan. That information is readily available through electronically-stored information maintained by Countrywide and Bank of America. If Plaintiffs prevail on their claim that the loan closing practices at issue constitute the unauthorized practice of law that issue can be decided for all class members.

73. Because of the relatively small amounts of money at issue in each individual claim, the class action device is superior to other available methods for the fair and efficient adjudication of the controversy. But for a class action, class members likely would have no adequate remedy for the Defendants' unauthorized practice of law.

74. Additionally, the Defendants have acted or refused to act on grounds generally applicable to the entire class, thereby making final injunctive, declaratory and other relief appropriate for the class as a whole.

### **Legal Claims**

#### **Count One:**

#### **Unauthorized practice of law— unconscionability (Individual and class claim against all Defendants)**

75. Plaintiffs incorporate the preceding paragraphs by reference.



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76. By closing a mortgage loan in violation of applicable law and standards governing the unauthorized practice of law, Countrywide, Bank of America, Millard, Wolfe and Fecat committed unconscionable acts and practices.

77. As a result of Defendant's conduct as alleged above—including, but not limited to, its issuance of a mortgage loans through illegal closings, and the charging of illegal fees—the subject loans were unconscionable at the time made, or were induced by unconscionable conduct. *See* W. Va. Code § 46A-2-121.

78. Plaintiffs and Plaintiff class members' have suffered actual damages in the amount of the fees charged for the unlawful closing services and the amount of the other unlawful fees described herein.

**Count Two:**  
**Unauthorized charges**  
**(Individual and class claim against all Defendants)**

79. Plaintiffs incorporate the preceding paragraphs by reference.

80. Countrywide's charges of more than \$500.00 for loan closing services far exceeds the maximum notary charge of \$2.00 permitted under West Virginia Code § 29C-4-301.

81. The closing charges constitute an excessive charge in violation of West Virginia Code § 46A-3-109(a).

82. The other fees and charges referenced above, including fees for processing, tax services, recording services and courier services are not authorized by West Virginia Code §§ 46A-3-109, or any other applicable provision of West Virginia law.



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83. These fees and charges violate West Virginia Code § 46A-2-128(d), which prohibits the collection of fees or charges incidental to the principal obligation if not allowable by law.

84. These fees and charges constitute a fee or charge not authorized by law, in violation of West Virginia Code § 46A-2-127.

**Count Three:**  
**Illegal Loans in Excess of Fair Market Value**  
**(Individual claim against Defendants Countrywide and Bank of America)**

85. Plaintiffs incorporate herein each allegation in this Complaint.

86. Defendant Countrywide willfully induced the Plaintiffs into loan transactions that exceeded the fair market value of the Plaintiffs' properties in violation of W. Va. Code § 31-17-8(m)(8).

87. Defendants cannot meet their burden of establishing the elements of the affirmative defense set forth in W. Va. Code § 31-17-8(m)(8), as the appraisals at issue do not reflect independent valuations, were not bona fide and do not conform to the Uniform Standards of Professional Appraisal Practice ("USPAP").

88. As a direct and proximate result of these willful violations, the Plaintiffs are entitled to the following statutory relief: actual damages, to have the loans (the Oliver first and second mortgage; the Zatezalo second mortgage; the Palkovic second mortgage) canceled and declared void and attorneys' fees and costs under W. Va. Code § 31-17-17.

**Relief Sought**

Plaintiffs seek the following relief for themselves and all class members:

- a. Certification of the proposed classes;
- b. Judgment on all counts, together with an award of all available relief;



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- c. A declaration that Defendants' acts were unlawful;
- d. For each violation of Chapter 46A, including but not limited to each assessment of an illegal fee, a civil penalty up to the maximum as provided for under W. Va. Code § 46A-5-101 & 106;
- e. Disgorgement and restitution of all illegal loan fees;
- f. Actual and compensatory damages;
- g. Attorneys' fees and costs;
- h. Pre- and post-judgment interest;
- i. The individual relief sought for the named Plaintiffs in Count III;
- j. All other appropriate relief.

**THE PLAINTIFFS DEMAND A JURY TRIAL ON ALL ISSUES SO TRIABLE.**

DAVID AND THERESA PALKOVIC,  
ERICA L. OLIVER f/k/a ERICA L.  
EVERHART and  
RAE ZATEZALO, Plaintiffs

By: 

Jason E. Causey #9482  
James G. Bordas, Jr. #409  
BORDAS & BORDAS, PLLC  
1358 National Road  
Wheeling, WV 26003  
(304) 242-8410

And

Jonathan R. Marshall #10580  
BAILEY & GLASSER, LLP  
209 Capitol Street  
Charleston, WV 25301  
(304) 345-6555

*Counsel for Plaintiffs*



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**CIVIL CASE INFORMATION STATEMENT  
CIVIL CASES**

In the Circuit Court, Ohio County, West Virginia

**I. CASE STYLE:**

**Plaintiffs**

DAVID AND THERESA PALKOVIC,  
ERICA L. OLIVER f/k/a ERICA L.  
EVERHART, and RAE ZATEZALO,  
individually, and on behalf of a  
class of similarly-situated persons,

vs.

**Defendant(s)**

Case # 14-C-184

Judge Wilson

COUNTRYWIDE HOME LOANS, INC.  
4500 Park Granada  
Calabasas, CA 91302

30

SECRETARY OF STATE

BANK OF AMERICA, N.A.  
100 North Tryon Street, Suite 170  
Charlotte, NC 28202

30

SECRETARY OF STATE

CARLYLE G. MILLARD  
413 High Street  
Bridgeport, WV 26330-1726

CERTIFIED MAIL – RETURN RECEIPT

DIANA J. WOLFE  
PO Box 101  
Sturgeon, PA 15082-0101

CERTIFIED MAIL – RETURN RECEIPT

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)		U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)		U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>		<b>OFFICIAL USE</b>		<b>OFFICIAL USE</b>	
Postage \$		Postage \$		Postage \$	
Certified Fee		Certified Fee		Certified Fee	
Return Receipt Fee (Endorsement Required)		Return Receipt Fee (Endorsement Required)		Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$		Total Postage & Fees \$		Total Postage & Fees \$	
Postmark Here <i>Sent 6-26-14</i>		Postmark Here <i>Sent 6-26-14</i>		Postmark Here <i>Sent 6-26-14</i>	
Sent To <i>Mina Cletat</i> Street, Apt. No., or PO Box No. <i>PO Box 33</i> City, State, ZIP+4 <i>Macondo WV 26041</i>		Sent To <i>Diana J. Wolfe</i> Street, Apt. No., or PO Box No. <i>PO Box 101</i> City, State, ZIP+4 <i>Sturgeon PA 15082-0101</i>		Sent To <i>Carlyle G. Millard</i> Street, Apt. No., or PO Box No. <i>413 High Street</i> City, State, ZIP+4 <i>Bridgeport WV 26330-1726</i>	

PLAINTIFFS: David and Theresa Palkovic, Erica L. Oliver f/k/a Erica L. Everhart, and Rae Zatezalo CASE NUMBER: 14-C-\_\_\_\_\_  
 DEFENDANTS: Countrywide Home Loans, Inc., Bank of America, N.A., Carlyle Millard, Diane J. Wolfe, and Myra C. Fecat

## II. TYPE OF CASE:

TORTSOTHER CIVIL CASES

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Adoption	<input type="checkbox"/> Appeal from Magistrate Court
<input type="checkbox"/> Professional Malpractice	<input type="checkbox"/> Contract	<input type="checkbox"/> Petition for Modification of Magistrate Sentence
<input type="checkbox"/> Personal Injury	<input checked="" type="checkbox"/> Real Property	<input type="checkbox"/> Appeal of Administrative Agency
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Mental Health	<input checked="" type="checkbox"/> Miscellaneous Civil
<input type="checkbox"/> Auto	<input type="checkbox"/> Other	

III. JURY DEMAND ☒ YES ☐ NO

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR) 7/2015

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMODATIONS DUE TO DISABILITY OR AGE? ☐ YES ☒ NO  
IF YES, PLEASE SPECIFY:

☐ Wheelchair accessible hearing room and other facilities  
☐ Interpreter or other auxiliary aid for the haring impaired  
☐ Reader or other auxiliary aid for the visually impaired  
☐ Spokesperson or other auxiliary aid for the speech impaired  
☐ Other \_\_\_\_\_

Attorney Name: Jason E. Causey

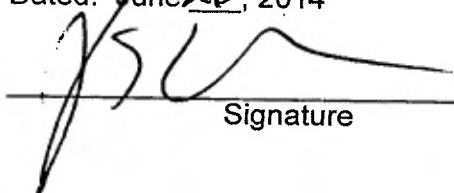
Representing:

Firm: Bordas &amp; Bordas, PLLC

☒ Plaintiffs ☐ DefendantAddress: 1358 National Road  
Wheeling, WV 26003☐ Cross-Complainant ☐ Cross-Defendant

Telephone: 304/242-8410

Dated: June 26, 2014

  
 Signature

CIRCUIT COURT  
OF OHIO COUNTY  
2014 JUL 16 AM 10 19  
BRENDA L. MILLER

PL

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> Debora J. Harris <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)            Debora J. Harris</p> <p>C. Date of Delivery            7-14-14</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes            If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:            Brenda L. Miller            413 High Street            Bridgeport, WV            26330-1736            14-C-184</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>
<p>2. Article Number            (Transfer from service label)</p>	<p>7011 2000 0000 4519 2943</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

8-9



CIRCUIT COURT  
OF OHIO COUNTY  
2014 JUL 9 AM 10 31  
BRENDA L. MILLER

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">Myra C. Ceballos</p> <p style="font-size: 1.2em; margin-left: 20px;">PC Box 33</p> <p style="font-size: 1.2em; margin-left: 20px;">Moundsville, WV 26041</p> <p style="font-size: 1.2em; margin-left: 20px;">M-C-184</p>	<p>A. Signature: <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X <i>Myra C. Ceballos</i></p> <p>B. Received by (Printed Name): <i>MYRA C. CEBALLOS</i></p> <p>C. Date of Delivery: <i>7-8-14</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p style="text-align: center; font-size: 0.8em;">CIRCUIT COURT OF OHIO COUNTY BRENDA L. MILLER JUL 10 31</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 2000 0000 4519 2929</p>

PS Form 3811, July 2013

Domestic Return Receipt

7



Jul. 22. 2014 11:15AM

No. 1254 P. 2

Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E.  
Charleston, WV 25305



**Natalie E. Tennant**  
Secretary Of State  
State Of West Virginia  
Phone: 304-558-6000  
866-767-8683  
Visit us online:  
[www.wvsos.com](http://www.wvsos.com)

Brenda L. Miller  
4th Floor, City County Bldg.  
1500 Chapline Street  
Wheeling, WV 26003-3592

2014 JUL 9 PM 10 58  
CIRCUIT COURT  
OF OHIO COUNTY  
BRENDA L. MILLER

Control Number: 27243

Defendant: BANK OF AMERICA, N.A.  
100 NORTH TYRON STREET, SUITE  
170  
CHARLOTTE, NC 28202 US

County: Ohio

Civil Action: 14-C-184

Certified Number: 92148901125134100000286635

Service Date: 7/1/2014

I am enclosing:

**1 summons and complaint**

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in your name and on your behalf.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on your behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, not to the Secretary of State's office.*

Sincerely,

A handwritten signature in cursive script that reads "Natalie E. Tennant".

Natalie E. Tennant  
Secretary of State

Jul. 22. 2014 11:15AM

No. 1254 P. 3

SUMMONS  
IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

CIVIL CASE NO. 14-C-184

DAVID AND THERESA PALKOVIC,  
ERICA L OLIVER F/K/A/ ERICA L.  
EVERHART AND RAE ZATEZALO,  
INDIVIDUALLY, AND ON BEHALF OF A  
CLASS OF SIMILARLY-SITUATED PERSONS.

VS.

COUNTRYWIDE HOME LOANS, INC  
4500 PARK GRANADA  
CALABASAS, CA 91302

BANK OF AMERICA, N.A.  
100 NORTH TRYON STREET, SUITE 170  
CHARLOTTE, NC 28202

CARLYLE G MILLARD  
413 HIGH STREET  
BRIDGEPORT, WV 26330-1736

DIANA J. WOLFE  
PO BOX 101  
STURGEON, PA 15082-0101

MYRA CLETA FECAT  
PO BOX 33  
MOUNDSVILLE, WV 26041-0033

TO THE ABOVE NAMED DEFENDANT(S):

IN THE NAME OF THE STATE OF WEST VIRGINIA, YOU ARE HEREBY SUMMONED  
AND REQUIRED TO SERVE UPON JASON E CAUSEY, BORDAS  
& BORDAS P.C.

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AN ANSWER,  
PLAINT FILED  
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THE DAY OF  
KEN AGAINST  
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WHICH MUST

Payment type	Amount	City	Sub
Service - US defendant	\$20.00	14-C-184	
Total	\$20.00		
Check	\$20.00		
Total	\$20.00		

West Virginia Secretary of State  
Invoice #224872  
Date: 7/1/2014  
CIRCUIT COURT OF OHIO CO

DEPUTY CLERK

Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E.  
Charleston, WV 25305



**Natalie E. Tennant**

Secretary Of State  
State Of West Virginia  
Phone: 304-558-6000  
866-767-8683

Visit us online:  
[www.wvsos.com](http://www.wvsos.com)

Brenda L. Miller  
4th Floor, City County Bldg.  
1500 Chapline Street  
Wheeling, WV 26003-3592

BRENDAL L. MILLER

2014 JUL 9 AM 10 58  
CIRCUIT COURT  
OF OHIO COUNTY

**Control Number:** 27220

**Defendant:** COUNTRYWIDE HOME LOANS, INC.  
5400D BIG TYLER RD  
CHARLESTON, WV 25313-1103 US

**Agent:** C. T. Corporation System

**County:** Ohio

**Civil Action:** 14-C-184

**Certified Number:** 92148901125134100000296482

**Service Date:** 7/1/2014

I am enclosing:

**1 summons and complaint**

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in the name and on behalf of your corporation as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, not to the Secretary of State's office.*

Sincerely,

A handwritten signature in cursive script that reads "Natalie E. Tennant".

Natalie E. Tennant  
Secretary of State

SUMMONS

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

CIVIL CASE NO. 14-C-184

DAVID AND THERESA PALKOVIC,  
ERICA L OLIVER F/K/A/ ERICA L.  
EVERHART AND RAE ZATEZALO,  
INDIVIDUALLY, AND ON BEHALF OF A  
CLASS OF SIMILARLY-SITUATED PERSONS,

VS.

**RETURN COPY**

COUNTRYWIDE HOME LOANS, INC  
4500 PARK GRANADA  
CALABASAS, CA 91302

BANK OF AMERICA, N.A.  
100 NORTH TRYON STREET, SUITE 170  
CHARLOTTE, NC 28202

CARLYLE G MILLARD  
413 HIGH STREET  
BRIDGEPORT, WV 26330-1736

DIANA J. WOLFE  
PO BOX 101  
STURGEON, PA 15082-0101

MYRA CLETA FECAT  
PO BOX 33  
MOUNDSVILLE, WV 26041-0033

ACCEPTED FOR  
 SERVICE OF PROCESS  
 2014 JUL -1 PM 1:54  
 SECRETARY OF STATE  
 STATE OF WEST VIRGINIA

TO THE ABOVE NAMED DEFENDANT(S):

IN THE NAME OF THE STATE OF WEST VIRGINIA, YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON JASON E CAUSEY, ESQUIRE, WHOSE ADDRESS IS BORDAS & BORDAS, PLLC, 1358 NATIONAL ROAD, WHEELING, WV 26003, AN ANSWER, INCLUDING ANY RELATED COUNTERCLAIM YOU MAY HAVE TO THE COMPLAINT FILED

COPY OF WHICH IS ANSWER WITHIN 30 DAYS OF THE DAY OF SERVICE. ALL THEREAFTER BE TAKEN WHICH MUST BE TAKEN.

West Virginia Secretary of State  
 Invoice #224362  
 Date: 6/30/2014  
 CIRCUIT COURT OF OHIO CO.

Service	Qty	Sub
Service - US defendant	1	\$20.00
14-C-184		
Total		\$20.00
Payment type	Amount	
Check	\$20.00	
Total	\$20.00	

ER  
 T

CLERK

VIRGINIA: IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

DAVID AND THERESA PALKOVIC,  
ERICA L. OLIVER f/k/a ERICA L.  
EVERHART, and RAE ZATEZALO,  
individually, and on behalf of a  
class of similarly-situated persons,

Plaintiffs,

v.

Civil Action No. 14-CV-184

CIRCUIT COURT  
OF OHIO COUNTY  
2014 JUL 30 AM 9 46  
BRENDA L. MILLER

COUNTRYWIDE HOME LOANS, INC., a  
corporation, BANK OF AMERICA, N.A., a  
nationally chartered bank, CARLYLE MILLARD,  
DIANE J. WOLFE, MYRA C. FECAT,

Defendants.

**STIPULATION FOR EXTENSION OF TIME TO RESPOND TO COMPLAINT**

Defendants Bank of America, N.A., and Countrywide Home Loans, Inc. and Plaintiffs David and Theresa Palkovic, Erica L. Oliver f/k/a Erica L. Everhart, and Rae Zatezalo, individually, and on behalf of a class of similarly-situated persons, through their respective undersigned counsel, hereby stipulate that Bank of America, N.A. and Countrywide Home Loans, Inc. shall have until August 15, 2014, in which to respond to Plaintiffs' Complaint by filing a responsive pleading.


10-11



---

James F. Neale, Esquire  
West Virginia Bar No. 9787  
Meghan M. Cloud, Esquire  
West Virginia Bar No. 11797  
MCGUIREWOODS LLP  
Court Square Building  
310 Fourth Street, N.E., Suite 300  
Post Office Box 1288  
Charlottesville, Virginia 22902  
(434) 977-2582  
(434) 980-2263 (Facsimile)  
[jneale@mcquirewoods.com](mailto:jneale@mcquirewoods.com)  
[mcloud@mcquirewoods.com](mailto:mcloud@mcquirewoods.com)

*Counsel for Bank of America, N.A.  
and Countrywide Home Loans, Inc.*



---

Jason E. Causey, Esquire  
West Virginia Bar No. 9482  
James G. Bordas, Jr., Esquire  
West Virginia Bar No. 409  
BORDAS & BORDAS, PLLC  
1358 National Road  
Wheeling, West Virginia 26003  
(304) 242-8410

Jonathan R. Marshall, Esquire  
West Virginia Bar No. 10580  
BAILEY & GLASSER, LLP  
209 Capitol Street  
Charleston, West Virginia 25301  
(304) 345-6555

*Counsel for Plaintiffs*

58992640\_1.docx

McGuireWoods LLP  
Court Square Building  
310 Fourth Street N.E., Suite 300  
P.O. Box 1288  
Charlottesville, VA 22902-1288  
Phone: 434.977.2500  
Fax: 434.980.2222  
www.mcguirewoods.com  
James F. Neale  
Direct: 434.977.2582

McGUIREWOODS

jneale@mcguirewoods.com  
Fax: 434.980.2263

July 29, 2014

**VIA FEDERAL EXPRESS**

Ms. Brenda L. Miller, Clerk  
Circuit Court for the County of Ohio  
City/County Building  
1500 Chapline Street  
Wheeling, West Virginia 26003

2014 JUL 30 AM 9 46  
CIRCUIT COURT  
OF OHIO COUNTY  
BRENDA L. MILLER

**David and Theresa Palkovic, Erica L. Oliver f/k/a Erica L. Everhart, and Rae Zatezalo, individually and on behalf of a class of similarly-situated persons v. Countrywide Home Loans, Inc., Bank of America, N.A. Carlyle Millard, Diane J. Wolfe and Myra C. Fecat**  
Civil Action No. 14-C-184

Dear Ms. Miller:

Enclosed please find a fully executed Stipulation for Extension of Time to Respond to Complaint, which I would appreciate you filing in the above-referenced matter.

Should you have any questions, please do not hesitate to contact me.

Thank you for your assistance.

Very truly yours,

James F. Neale

Enclosure

c: Jason E. Causey, Esquire  
James G. Bordas, Jr., Esquire  
Jonathan R. Marshall, Esquire  
Brian E. Pumphrey, Esquire  
Meghan M. Cloud, Esquire

JFN:aph

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